

## **REMARKS**

Claims 1-22 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

### **Section 102(b) Rejection:**

The Office Action rejected claim 1 under 35 U.S.C. § 102(b) as being anticipated by Huff et al. (U.S. Patent 4,383,298) (hereinafter "Huff"). Applicants respectfully traverse the rejection for at least the following reasons.

Huff does not teach a computer implemented procurement module for processing both purchase order requisitions for goods and timecard information for services, the procurement module comprising a buyer module for receiving information related to contract services and for generating an electronic timecard in response thereto, and a timecard module receiving electronic timecards from said buyer module and for generating a purchase order based on approved electronic timecards, the purchase order for use in generating a payment for the contractor services. Instead, Huff teaches a data base complex for storing information pertaining to various aspects of plant maintenance (Huff -- Abstract). The time cards mentioned in Huff (e.g., col. 6, lines 4-11) appear to be physical (i.e. paper) time cards. Huff teaches that information from physical time cards may be entered into the database complex for use by a maintenance analyst in analyzing new maintenance requests (e.g., col. 6, lines 24-45). However, Huff does not teach generating an electronic timecard in response receiving information related to contract services. Nor does Huff teach generating a purchase order based on approved electronic timecards. There is no mention at all in Huff in regard to approving an electronic timecard. Moreover, the only purchase orders mentioned in Huff pertain to purchasing materials needed for a plant maintenance repair job (col. 6, lines 46-55). The purchase orders mentioned in Huff are clearly not based on approved electronic timecards.

In light of the above remarks, Applicants assert that claim 1 is clearly not anticipated by Huff.

**Section 102(e) Rejection:**

The Office Action rejected claims 1-22 under 35 U.S.C. § 102(e) as being anticipated by Haney (U.S. Publication 2001/0051889). Applicants respectfully traverse the rejection for at least the following reasons.

**Haney does not teach a computer implemented procurement module for processing *both* purchase order requisitions for goods and timecard information for services.** In contrast, Haney teaches a computer implemented system that pertains solely to managing contract labor services. The computer implemented system of Haney has absolutely nothing to do with the procurement of goods (“hard” items such as hardware, materials, equipment, etc.).

As discussed in Applicants’ Related Art section on p. 1 of the specification, existing computer controlled software systems that provide for the management of contract labor are stand-alone programs dedicated solely to the management of contract labor services. Haney is exactly the type of prior art referred to in Applicants’ Related Art section. Haney’s computer implemented system pertains solely to managing contract labor services. In contrast, Applicants’ invention involves the integration of contract labor services management with a procurement system for procuring “hard” items (goods). Applicants’ invention treats the contractor as a buyer requesting the purchase of goods. The “goods” that the buyer is requesting to purchase is the payment for his time worked. This allows the same approval process normally used for approving purchase requests for goods to also be used for approving the contractor’s request for payment. Note that treating a contractor as a buyer is completely counter-intuitive from how the prior art manages contractor services. The prior art, such as Haney, treats contractors as vendors, not buyers. In prior art contractor management systems, such as Haney, the organization hiring the contractor is considered to be the buyer. By reversing these roles,

Applicants' invention allows the same procurement system that is used for procurement of goods to be used for managing contractor services. Such a system is not taught or suggested by any of the references cited by the Examiner.

Similar arguments apply in regard to the other independent claims.

Furthermore, in regard to claims 7, Haney does not teach generating information to be used by external applications wherein the information is formatted using XML data. The Examiner refers to paragraph [0036] in Haney. However, this portion of Haney does not mention an external application using information formatted in XML. Thus, claim 7 is not anticipated by Haney. A similar applies in regard to claims 16 and 22.

### CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-90600/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$  
for fees (        ).
- ☒ Other: Information Disclosure Statement and document referenced in paragraph three.

Respectfully submitted,



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